

03-07-2002

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Form PTO-1594 RI
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102005207

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

C. A. Muer Corporation

2-20-02

- Individual(s)
- General Partnership
- Corporation-State Michigan
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 19, 1997

2. Name and address of receiving party(ies)

Name: BankBoston, N.A., as Collateral Agent

Internal

Address:

Street Address: 100 Federal Street

City: Boston State: MA Zip: 02110

- Individual(s) citizenship
- Association National Banking
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,187,896

(See attached schedule)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Philip R. Warn

Internal Address: Warn, Burgess & Hoffmann, P.C.

Street Address: P.O. Box 70098

City: Rochester Hills State: MI Zip: 48307

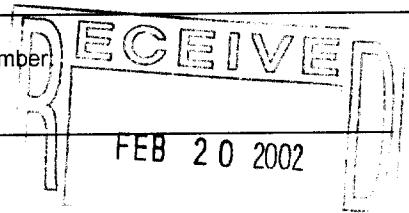
6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41).....\$ 190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number



DO NOT USE THIS SPACE

9. Signature.

Philip R. Warn

Name of Person Signing

Philip R. Warn
Signature

Jan 25, 2002
Date

Total number of pages including cover sheet, attachments, and document: 4

03/06/2002 DBYRNE 00000046 1187896
01 FC:481 40.00 OP
02 FC:482 150.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002454 FRAME: 0823

SCHEDULE 2-A TO ASSIGNMENT FOR SECURITY

TRADEMARKS

<u>Trademark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Charley's Bucket	January 26, 1982	1,187,896
Charley's Chowder	February 9, 1982	1,189,496
Charley's Crab	October 28, 1975	1,023,954
Gandy Dancer	January 27, 1981	1,146,518
Charley's Raw Bar	July 20, 1982	1,202,346
Meriwether's*	March 24, 1981	1,149,519
Big Fish	December 31, 1996	2,026,451

* Registered on supplemental register with reservation of right to apply for registration on the primary register.

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07-17-1997

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

No. 0851-0011 (exp. 4/94)

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To the Honorable Commissioner of Patents

attached original documents or copy thereof.

1. Name of conveying party(ies):
C.A. Miley Corporation

- Individual(s)
- General Partnership
- Corporation-State Michigan
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: BankBoston, N.A., as Collateral Agent

Internal Address:

Street Address: 100 Federal Street

City: Boston State: MA ZIP: 02110

- Individual(s) citizenship
- Association National Banking
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 19, 1997

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,187,896

(See Attached Schedule)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jeffrey Epstein, Esq.

Internal Address: Kaye, Scholer, Fierman,
Hays & Handler, LLP

Street Address: 425 Park Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....\$ 190

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copies are a true copy of the original document.

John Sorensen

Name of Person Signing

John Sorensen
Signature

June 23, 1997

Date

Total number of pages including cover sheet, attachments, and document: 4

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ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, C.A. Muer Corporation, a Michigan corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 2-A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to BankBoston, N.A., a national banking association, as agent (referred to herein as the "Assignee") for (i) the lenders (the "Lenders") named in Schedules 2.01(a) and 2.01(b) of the Credit Agreement dated as of the date hereof, among the Assignor, [the guarantors named therein (the "Guarantors")], the Lenders and the Assignee (as amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement") and (ii) for itself as party to the Rate Agreements, and Assignor has entered into a Security Agreement and Mortgage-Trademarks and Patents dated the date hereof (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein

Assignee's address is 100 Federal Street, Boston, Massachusetts 02110.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 19th day of June, 1997.

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C.A. MUER CORPORATION

By



Name:

Royer Zingle

Title:

President